

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clocktimizer US B.V.		11/05/2021	Besloten Vennootschap (B.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5470434	CLOCKTIMIZER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1520062 TM		
NAME OF SUBMITTER:	Christian Craft		
SIGNATURE:	/Christian Craft/		
DATE SIGNED:	11/05/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 5, 2021 (this “Trademark Security Agreement”), is made by Clocktimizer US B.V., a private company with limited liability incorporated under the laws of the Netherlands, having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and its registered office Stadsplateau 5, 3521 AZ Utrecht, the Netherlands, registered with the Dutch trade register under number 66818494 (the “Pledgor”) in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of May 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Litera Bidco LLC, a Delaware limited liability company (the “Borrower”), Litera Midco LLC, a Delaware limited liability company (“Holdings”), the other guarantors from time to time party thereto, the financial institutions from time to time party thereto as lenders and Owl Rock Capital Corporation, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor and certain other guarantors are party to that certain Dutch Security Agreement, dated the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Dutch Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Dutch Security Agreement and used herein have the meaning given to them in the Dutch Security Agreement, or if not defined therein, in the Credit Agreement or the US Security Agreement (as defined in the Dutch Security Agreement).

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, but in each case excluding any Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for United States Trademark registration in each case registered with USPTO, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Dutch Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Dutch Security Agreement, and the Pledgor hereby

acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Dutch Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Dutch Security Agreement, the provisions of the Dutch Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations or as otherwise provided in the Dutch Security Agreement, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means (including as a PDF) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in any Loan Document or any agreement entered into in connection therewith shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR THE FACTS OR CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (INCLUDING STATUTES OF LIMITATION) OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

CLOCKTIMER US B.V.

By: DocuSigned by:
Milla Rahmani
Name: Milla Rahmani
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

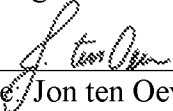


TRADEMARK
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Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By:



Name: Jon ten Oever
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007485 FRAME: 0519

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Clocktimizer US B.V.	CLOCKTIMIZER	5,470,434

United States Trademark Applications:

None.